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20020944001 10:20am 10/29/02

City of Anaheim
Anaheim City Hall
200 S. Anaheim Boulevard
Anaheim, California 92805

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THIS SPACE FOR RECORDER'S USE ONLY

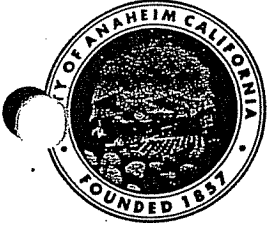
AMENDED
Letter Agreement Regarding Parking Agreement (Sportstown Office Development)

TITLE OF DOCUMENT

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THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

ORIGINAL



September 12, 2002

HPMC Stadium Gateway Associates, LLC
c/o Summit Commercial Properties, Inc.
100 N. Sepulveda Boulevard
Suite 1210
El Segundo, California 90245
Attention: Mr. Jack Mahoney

Subject: Amendment to Section 3.12 (d) of Parking Agreement (Sportstown Office Development)

Ladies and Gentlemen:

The purpose of this letter agreement ("Letter Agreement") is to amend Section 3.12(d) of the Parking Agreement (Sportstown Office Development) dated April 7, 2000, and recorded on April 10, 2000 in the Official Records of Orange County, California as Instrument No. 20000183506 (the "Parking Agreement"), by and between the City of Anaheim, a municipal corporation and charter city ("Grantor") and HPMC Stadium Gateway Associates, LLC, a Delaware limited liability company ("Grantee"), as successor in interest to Stadium Gateway Associates, L.L.C. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Parking Agreement.

A. In accordance with Article 4 of the Parking Agreement, Grantee is currently required to pay to Grantor the Developer's CAM Charge Amount. In accordance with Section 3.12(d) of the Parking Agreement, Grantee is currently required to pay directly to the Association established under the Sportstown REA (the "Association") the allocable share of Parking Related Common Expense and any operating expenses otherwise allowed under the Sportstown REA, which relate to the operation of the New Horizons Spaces, if any.

B. Grantee recommended that the parties to the Parking Agreement negotiate an annual "fixed fee" amount for the allocable share of Parking Related Common Expense and any operating expenses otherwise allowed under the Sportstown REA which relate to the operation of the New Horizons Spaces (the "New Horizons CAM Costs") in order to simplify the budget and accounting process and eliminate fluctuations in the annual New Horizons CAM Costs. The Board of Directors of the Association agreed with Grantee's recommendation.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby amend the Parking Agreement as follows:

1. Section 3.12(d) of the Parking Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"d) In addition to all amounts described in Section 4 of this Parking Agreement, Grantee shall pay directly to the Grantor the following amounts:

(i) Effective for fiscal year 2001-2002, and continuing for so long as the New Horizons Lease continues in effect, Grantee shall pay directly to the Grantor annually the "Annual Fixed New Horizons CAM Charge Amount" (as defined below). As used in this Parking Agreement, the term "Annual Fixed New Horizons CAM Charge Amount" means the sum of Thirty-One Thousand Five Hundred Dollars (\$31,500); provided, however, that the Annual Fixed New Horizons CAM Charge Amount that Grantee is required to pay on January 1, 2003 will be equal to the sum of Fifty Five Thousand Dollars (\$55,000). The Annual Fixed New Horizons CAM Charge will be due on January 1st of each calendar year.

(ii) Effective for fiscal year 2001-2002 and until the earlier to occur of (a) January 1, 2007, or (b) the date on which the New Horizons Lease is no longer in effect, Grantee shall also pay directly to the Grantor annually, the "Limited Term Fixed New Horizons CAM Charge Amount". As used in this Parking Agreement, the term "Limited Term Fixed New Horizons CAM Charge Amount" means the sum of Three Thousand Two Hundred Dollars (\$3,200); provided, however, that the Limited Term Fixed New Horizons CAM Charge Amount that Grantee is required to pay on January 1, 2003 will be equal to the sum of Six Thousand Four Hundred Dollars (\$6,400). The Limited Term Fixed New Horizons CAM Charge Amount will be due concurrently with the Annual Fixed New Horizons CAM Charge and will be used for the purpose of funding Grantee's allocable share of recommended reserves that were underfunded at the date of the incorporation of the Association.

(iii) The following is a schedule that sets forth the aggregate amount of the Annual Fixed New Horizons CAM Charge Amount and the Limited Term Fixed New Horizons CAM Charge Amount for each year:

<u>Due Date</u>	<u>Amount</u>
January 1, 2003	\$ 61,400
January 1, 2004	\$ 34,700
January 1, 2005	\$ 34,700
January 1, 2006	\$ 34,700
January 1, 2007	\$ 34,700
January 1, 2008 and each year thereafter*	\$ 31,500

* For so long as the New Horizons Lease continues in effect.

(iv) The Annual Fixed New Horizons CAM Charge Amount and the Limited Term Fixed New Horizons CAM Charge Amount shall be increased (but in no event decreased) on January 1, 2006, and every five (5) years thereafter on the basis of the "CPI Adjustment"; provided that during each five (5) year period, the CPI Adjustment shall not exceed twenty-five percent (25%).

(v) The payment of the Annual Fixed New Horizons CAM Charge Amount and the Limited Term Fixed New Horizons CAM Charge Amount shall be in lieu of any other payment or charge to be made with respect to any common costs, taxes, or other charges generally applicable to the New Horizons Spaces or payable by Grantee to Grantor with respect to the New Horizons Spaces under this Parking Agreement, the DDA and the Sportstown REA."

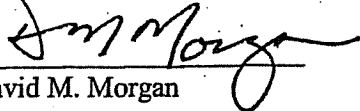
2. The terms and provisions set forth in this Letter Agreement shall modify and supersede all inconsistent terms and provisions of the Parking Agreement. Except as expressly modified and superseded by this Letter Agreement, the terms and provisions of the Parking Agreement are hereby ratified and confirmed and shall continue in full force and effect.

Each of the persons signing below is duly authorized to execute this letter agreement on behalf of the entity for which it signs.

Sincerely,

Grantor:

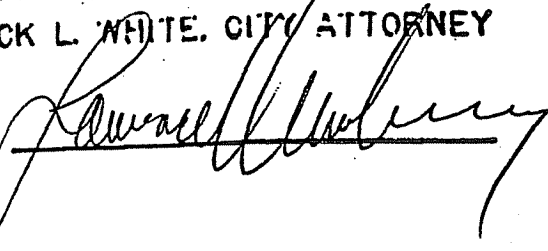
City of Anaheim,
a municipal corporation and charter city



David M. Morgan
City Manager
City of Anaheim

[Signatures continued on next page.]

APPROVED AS TO FORM:
JACK L. WHITE, CITY ATTORNEY

BY 

September 12, 2002

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

Grantee:

HPMC STADIUM GATEWAY ASSOCIATES, LLC,
a Delaware limited liability company

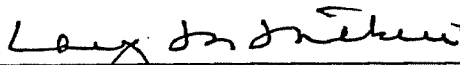
By: STADIUM GATEWAY ASSOCIATES, L.L.C.,
a Delaware limited liability company,
Its Administrative Managing Member

By: HPMC DEVELOPMENT PARTNERS II, L.P.,
a Delaware limited partnership,
Its Sole Member

By: HCG DEVELOPMENT, L.L.C.
a Delaware limited liability company,
Its General Partner

By: HIGHRIDGE ASSET MANAGEMENT, L.L.C.
a Delaware limited liability company,
Its Manager

By: HIGHRIDGE MANAGEMENT, INC.,
a California corporation,
Its Managing Member

By: 
Name: Larry M. Matsui
Title: Vice President

State of California)
) ss.
County of Orange)

On September 30, 2002, before me, Lisa M Hughes, a notary public in and for said state, personally appeared David M. Morgan, City Manager of the City of Anaheim, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity as City Manager, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Signature Lisa M Hughes (Seal)



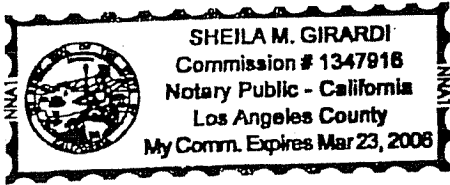
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On September 24, 2002 before me, Sheila M. Girardi, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared LARRY M. MATSUI
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila M. Girardi
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

